

NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038 - Fax No. (985) 448-4921  
EO/AA Employer, M/F/H/V

BID NO. **SB01823**

Date: **02/18/2021**

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 03/09/2021** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
**Terry G. Dupre, Sr.**  
**Director of Purchasing**

*The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation*  
**DESCRIPTION**

**"Procurement of Athletic Training Equipment"**

**INSTRUCTIONS:**

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.
10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHOULD FILL IN ALL BLANK SPACES**

Terms will be and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email \_\_\_\_\_

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_\_) \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.**

**NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.**

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed \_\_\_\_\_

Date \_\_\_\_\_



Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310  
985.448.4038 – Fax: 985.448.4921

February 18, 2021

**PUBLIC NOTICE INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **March 09, 2021 at 3:00 P.M.** for:

**"Bid Number SB01823 –Procurement of Athletic Training Equipment"**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4038 or e-mail [terry.dupre@nicholls.edu](mailto:terry.dupre@nicholls.edu) or [evelyn.summers@nicholls.edu](mailto:evelyn.summers@nicholls.edu)

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.  
Director of Purchasing, Property Control  
and Support Services Administration

**TO BE RUN: February 24, 2021**  
**TO BE OPENED: March 09, 2021**





Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310  
985.448.4038 – Fax: 985.448.4921

## NOTICE TO VENDORS INFORMATION FOR STATE OF LOUISIANA HUDSON INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) was established in accordance with La. R.S. 39:2001- 2008 and La. R.S. 51:931. This is a goal-oriented program which encourages State agencies to contract with certified small entrepreneurships, as well as encouraging contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships as subcontractors in the performance of the contract. The Hudson Initiative is a race and gender-neutral program. The primary intent of this program is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development to participate in contracting and procurement with the State. The comprehensive rules governing the implementation of the program are located at <http://www.doa.la.gov/pages/osp/se/secv.aspx>. This program is under the auspices of Louisiana Department of Economic Development. All State departments/agencies including the Office of State Procurement, Facility Planning and Control, and the Department of Transportation and Development, as well as colleges and universities, and community and technical colleges are encouraged to participate in this program. The Office of State Procurement facilitates the administration of the program.

Certain procurements will be designated as suitable for participation in the Hudson Initiative. In order to be responsive to the solicitation, the vendor must either be a certified small entrepreneurship, in accordance with La. R.S. 39:2006, or put forth a good faith subcontracting plan to utilize certified small entrepreneurships in the performance of the contract.

In order to assist in locating those small entrepreneurships that are certified by the Department of Economic Development, a "quick reference list" has been compiled, which is arranged alphabetically and by commodity class. This list is automatically refreshed (updated) each time it is opened. The complete list of certified small entrepreneurships is maintained by Louisiana Department of Economic Development, which is responsible for certification of businesses. The list may be accessed here:  
<https://smallbiz.louisianaeconomicdevelopment.com/Search>.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State under the Hudson Initiative are encouraged to visit the Louisiana Economic Development Small Business Certification System at <http://www.louisianaeconomicdevelopment.com/page/hudson-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal: [https://lagoverpvendor.doe.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doe.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).



**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA  
A Member of the University of Louisiana System**

Rev. 10/2020

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

**Mail address:** Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

**Delivery:** Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; and (3) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.

**ADDITIONALLY: THE OUTSIDE OF THE BID ENVELOPE MUST CONTAIN THE STATE OF LOUISIANA CONTRATOR'S LICENSE NUMBER SHOULD THE WORK PROVIDED IN THE SPECIFICATION REQUIRE THAT THE BIDDER BE LICENSED BY THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS IN THE APPROPRIATE CLASSIFICATION FOR THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION OR THE SPECIFIC CLASSIFICATION IDENTIFIED IN THE ADVERTISEMENT OR THE SPECIFICATION.**

**THE CONTRACTOR'S LICENSE NUMBER SHALL APPEAR FOR ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE. \$10,000.00 OR MORE FOR ELECTRICAL OR MECHANICAL WORK.**

**FAILURE OF THE BIDDER TO WRITE THE CONTRACTOR'S LICENSE NUMBER ON THE OUTSIDE OF THE BID ENVELOPE SHALL CAUSE THEIR BID TO BE AUTOMATICALLY REJECTED AND NOT READ.**

- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.







## **GENERAL CONDITIONS**

**Rev 06/2020**

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.  
  
Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

**12) CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

**13) FEDERAL CLAUSES, IF APPLICABLE:** ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.



**SPECIAL CONDITIONS**

**BID NUMBER: SB01823 BID OPENING: 03/09/2021**

**06/2020**

.....  
**NOTICE TO BIDDERS:**

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

- .....  
**A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within Louisiana where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within the United States where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- (4) The vendor certifies that such items are manufactured in the United States.*



### **CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

\_\_\_\_ - \_\_\_\_\_

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Specifications and Bid Form**  
**Procurement of Athletic Training Equipment**  
**Nicholls State University**  
**Thibodaux, LA**  
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**Bid Item #1: Athletic Edge TTS2-3642-57LG, or equal, 2-Seat Tape Station**

Constructed of ¾" laminate panels, glue and dowel joint construction, 3MM Edge Band  
Color: Blackbeard Upholstery or similar, Gray Laminate  
Size: 74"W X 42"D X 61.25"H  
One (1) Each Required

To include:

- Load Capacity 450 lbs.
- Fully finished cabinets
- Top edge pull handles (Silver)
- 4 drawers and waste bin in center section
- Full extension drawer glides
- Front and side access
- Integrated recessed 4" high toe kick base (Black)
- One-(1) IC-3232.7542-57LG Individual Center Storage 32.75"HX42"D
- Two (2) 7201216 AE Full Drawer Mod Tape Stat
- Two (2) 7201227 AE (3) drawers center mod Tape Stat
- Two (2) 7201213 AE Waste Hamper and Cutout Mod Tape Stat
- Four (4) 7201269 AE Flush Mount Handles on Doors
- Ten (10) 7201268 AE Flush Mount Handles on Drawers
- Two (2) 7201241 AE Large Custom Decal (12"X12") Artwork to be provided
- Two (2) 7201231 AE Logo Color Edge Print Artwork to be provided

**One (1) Each @ \$\_\_\_\_\_ Each**

**Bid Item #2: Athletic Edge CAB-010-57LG, or equal, 3-Section Treatment Cabinet, Split Leg and Lift Back**

Constructed of ¾" laminate panels, glue and dowel joint construction, 3MM Edge Band  
Color: Blackbeard Upholstery or similar, Gray Laminate  
Size: 30"W X 78"L X 31"H  
Three (3) Each Required

To include:

- Cushion Top, Legs, and Back Sections
- Load capacity 600 lbs.
- 2" High density foam cushion
- Adjustable Shelf in each storage compartment
- 3-sets (6 total) of Double Doors with 110°opening Euro Style Hinges, per cabinet
- 4" High Toe Kick Base
- One (1) 7018906 NC-Lift Back Top 70 Degrees Ratchet Style, No Gas Shock, per cabinet
- One (1) 7018874 NC-Split Leg Top, Ratchet Style, per cabinet
- One (1) 7009545 NC-Cabinet Flush mount Handles, per cabinet
- One (1) 7201241 AE Large Custom Decal (12"X12"), per cabinet. Artwork to be provided
- One (1) 7201231 AE Logo Color Edge Print, per cabinet. Artwork to be provided.

**Three (3) Each @ \$\_\_\_\_\_ Each X 3 = Total \$\_\_\_\_\_**



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**Bid Item #3: Athletic Edge CAB-160-57LG, or equal, 3-Section Customizable Treatment Cabinet**

Color: Blackbeard Upholstery or similar, Gray Laminate

Size: 30"W X 78"L X 31"H

Two (2) Each Required

To include:

- Load capacity 600lbs
- 2" High density foam cushions
- Manual Lift Back
- Manual Split Leg Cushions
- Internal Ratchet Style Lift Mechanism
- Two (2) Double doors and open storage inside with one (1) adjustable shelf. Per cabinet
- One (1) Modality drawer with 2-way slide and access from both sides. Per cabinet
- Integrated 4" High black toe kick base
- One (1) 7018906 NC-Lift Back top 70 degrees ratchet style. Per cabinet.
- One (1) 7018874 NC-Split Leg top, ratchet style. Per cabinet.
- One (1) DD-CAB-160 Section 1: Double Doors on each side. Per cabinet.
- One (1) MD-CAB-160 Section Two Modality drawer, pass through. Per Cabinet.
- One (1) DD-CAB-160 Section three Double Doors on each side. Per cabinet.
- Two (2) 7009545 NC-Cabinet Flush Mount Handles. Per Cabinet
- One (1) 7201241 AE Large Custom Decal (12" X 12") per cabinet. Artwork to be provided.
- One (1) 7201231 AE Logo Color Edge Print. Per Cabinet. Artwork to be provided.

**Two (2) Each @ \$\_\_\_\_\_ Each X 2 = Total \$\_\_\_\_\_**

**Bid Item #4: Whitehall S-90-SL 90 Gallon Stationary Sports Whirlpool With legs, or equal,**

- Tank size: 46"L X 24"W X 25"D
- Electrical requirements are 8 AMPS, 115 Volts/60Hz/3-pole GFI Receptacle
- Seamless welded construction
- Fabricated from heavy gauge type 204 stainless steel, polished to satin finish.
- Tank rim is reinforced with a concealed stainless steel rod.
- Tank is fitted with an auxiliary drain valve.
- Tank bottom is seamless, rounded covered design to minimize bacteria buildup.
- Whirlpool is fitted with adjustable stainless steel legs and gravity drain valve.
- Turbine raising and lowering device that is spring balanced, with a locking device, to be provided to permit the adjustment of the desired height and direction of water agitation towards the area of the body to be treated.
- The turbine assemble functions as both as agitator and emptying device and equipped with a UL listed 1/2HP jet pump motor. Motor to be protected with an ABS plastic shell and automatic thermal overload protector and lifetime sealed bearings. All part contacting the water shall be stainless steel or bronze.
- Thermometer to be provided with a dual scale adjustable calibration and a stem inserts into a retainer to prevent rattle during whirlpool agitation.

**Two (2) Each @ \$\_\_\_\_\_ Each X 2 = Total \$\_\_\_\_\_**

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**Bid Item #5: Athletic Edge A4119, or equal, Aluma Elite Double Whirlpool Table**

Color: Gray Top, Black Powder Coat Frame, Light Gray Accent

Aluminum construction

Size: 80.5"W X 38.25"D X 34"H

One (1) Each Required

To include:

- Two (2) cutouts for 20" of 24" whirlpool tub
- Shelf for storage.
- Load capacity 600lbs.
- Rugged phenolic top.

**One (1) Each @ \$\_\_\_\_\_ Each**

**Bid Item #6: Athletic Edge SMC-002-57LG, or equal, Modality Cart**

Constructed of ¾" laminate panels, glue and dowel construction, 3MM edge band

Color: Gray Laminate

Size: 24"W X 18"L X 33"H

Four (4) Each Required

To include:

- Adjustable shelf in storage area
- Single drawer that is full width of cabinet
- Full extension glides on drawers
- Double doors with 110° opening with Euro-style hinges
- Flush mount handles
- 4-2" swivel casters
- 7004292 NC-Cord cut out for modalities. Per cart.
- 7201269 AE Flush Mount Handles on Doors. Two (2) per cart.
- AE Flush Mount Handles on Drawers. Per cart.
- 7002414 Small Logo decal. Per cart. Artwork to be provided.

**Four (4) Each @ \$\_\_\_\_\_ Each X 4 = Total \$\_\_\_\_\_**



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**Bid Item #7: Athletic Edge SMDC-002-57LG or equal, Deluxe Modality Cart**

Constructed of ¾" laminate Panel, Glue and Dowel Joint Construction  
3mm Edge band  
Color: Gray Laminate  
Size: 24"W X 18"D X 3"H  
One (1) Each Required

To include:

- Adjustable shelf in storage area.
- Two (2) Drawers that are full width of cabinet
- Full extension glides on drawers
- Double doors with 110° opening with Euro-Style Hinges
- 4 2" Swivel Casters
- 7004292 NC-Cord Cut Out for Modalities
- Two (2) 7201269 AE Flush Mount Handles on Doors
- Two (2) 7201268 AE Flush Mount Handles on drawers
- 7002414 Small Logo Decal. Artwork to be provided.

**One (1) Each @ \$\_\_\_\_\_ Each**

**Bid Item #8: Athletic Edge SR-009-57LG, or equal, Multi-Purpose Cart**

Constructed of ¾" Laminate Panel, Glue and Dowel Joint Construction  
3mm Edge band  
Color: Gray Laminate  
Size: 36"W X 36"D X 73"H  
One (1) Each Required

To include:

- Slat wall panels on both sides.
- Two (2) drawers and double door storage
- Full extension glides on drawers
- Two (2) Weight Racks on back side
- 4" Swivel casters
- Two (2) 7201268 AE Flush Mound Handles on Drawers
- Two (2) TSG00FHLD Flush Mount Handles on large door.

**One (1) Each @ \$\_\_\_\_\_ Each**

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**Bid Item #9: Athletic Edge SR-WK3, or equal, Weight Kit 3**

Includes:

- Two (2) Sets of 1-10 lb. dumbbells  
Neoprene dumbbell set designed for strength and training purposes. Set includes one each of 1-10 lb. weights,
- One (1) Set of 16 Original Cuff Wrist and ankle weights  
Full set includes 2 of each 1lb, 1.5lb, 2lb, 2.5lb, 3lb, 4lb, 5lb) 1-7lb and 1-10lb.  
Double Safety Closure  
Filled with lead free steel shots
- One (1) set of 5 Roylan Energizing Bands  
Elastic bands for working out, rehabilitation, and stretching exercises  
Latex bands measure 5" wide  
Includes five (5) resistance levels for progressive workouts.  
Packaged in boxes for easy distribution
- One (1) set of 1-3 lb. rehab weight bars – 1lb, 2lb and 3lb.  
Bars are 30" long and 1.5" in diameter

**One (1) Each @ \$\_\_\_\_\_ Each**

**Bid Item#10: Freight cost for shipping to Nicholls State University,  
Thibodaux, LA for items 1 through 9**

**One (1) Each @ \$\_\_\_\_\_ Each**

**This bid will be awarded on an all or none basis on the lowest cost for all items**

**TOTAL NET LUMP SUM ALL ITEMS \$\_\_\_\_\_**  
**1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10**

THE BRAND NAMES SPECIFIED ARE USED ONLY TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. HOWEVER, IF BIDDING AN "EQUIVALENT" TO BRAND OR MODEL SPECIFIED, BIDDERS SHOULD SUBMIT WITH THE BID RESPONSE INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR THE UNIVERSITY TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS OF THE SOLICITATION DOCUMENT. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DOES NOT COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER SHOULD STATE IN WHAT RESPECT THE ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE RESPONSE FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

BID SUBMITTED BY:

\_\_\_\_\_  
PRINT OR TYPE NAME

COMPANY NAME:

ADDRESS:

TELEPHONE:

EMAIL: